



E-TENDER

FOR

Procurement of Fire Escape Masks & LPG Leakage Detectors for Export Import Bank of India

Tender Reference No: EXIM/RFP/2019-20/29

**Head Office: Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade,
Mumbai – 400 005.**

Tender Document for	Procurement of Fire Escape Masks & LPG Leakage Detectors for Export Import Bank of India
Tender Reference No.	EXIM/RFP/2019-20/029
Tender Document Cost	₹ 2500/- (Non-refundable) (Demand Draft (DD) in favour of "Export-Import Bank of India" payable at Mumbai
EMD Amount	₹ 116125/-
Last Date of Acceptance of E-Tender Document Cost, IP Agreement, Tender Cost	August 09, 2019 01:00 PM
Place of Submission of DD and IP Agreement original document and Tender Document Cost	Export Import Bank of India, Center One Building, 21st Floor, World Trade Centre Complex, Cuffe Parade, Mumbai 400 005
Date of Online Notice	July 30, 2019 6.00 PM
Document Downloading Start Date	July 30, 2019 6.00 PM
Document Downloading End Date	August 19, 2019 10.00 AM
Tender Clarification and Pre Bid Meeting	Location: Exim Bank, Head Office, Mumbai. (All queries will be answered during pre-bid meeting only) August 05, 2019 3.30 PM-4.30 PM
Last Date and Time for Submission	August 19, 2019 5.00 PM
Opening of Tender	August 20, 2019 2.00 PM
Address for Communication	As above Ph. 022- 22172826 E-Mail: administration@eximbankindia.in
Place of Receipt of Tender	https://eximbankindiatenders.procuretiger.com

Note: Commercial bids will be opened online only. E-Tendering is the simulation of the manual tendering process on the internet. I.e. the eligible Bidders / Service Providers can log on to the internet site specified using a unique username and password and place their Technical & Commercial bids. The eligible Bidders will be trained by M/s e-Procurement Technologies Ltd. (Abc Procure) personnel on the methodology of submitting the bids online using a special digital signature / electronic key / password at the date and time specified. The bids placed by the Bidders are confidential and will be opened by the authorized EXIM Bank officials. No other person can gain access to the information regarding the bids, which is confidential and encrypted in nature.

Minimum requirement for e-tender participation:

1. Computer / Laptop with internet connection.
2. Operating system – Windows 7/ Windows 10.
3. Digital certificate - Class II or III, signing + Encryption, and it should be organizational certificate only.
4. Vendor registration can be done online by opening Website: <https://eximbankindiatenders.procuretiger.com> Click on “New Bidder Registration” link, create User Id and Password and attach your Digital certificate.

For any clarification kindly contact –

E-Procurement Technologies Limited
801 – Wall Street – II
Opposite Orient Club near Gujarat College, Ellis Bridge,
Ahmedabad – 380 006
Gujarat, India
Phone: +91 (79) 68136820/29/31/35/40/43/52/53/57/59/63
Fax: +91 (79) 40230847

1. Mandatory Information Required for Prequalification of the Tenderer

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification at any stage.

Sr.No.	Particulars	Details
1.*	Name of the Company	
2.*	Name of the Proprietor, Partners/Directors	
3.	Office Telephone Nos.	
4.*	Address	
5.	Email Address	
6.*	Year of Establishment	
7.	Registration No. / Date of registration	
8.	Status of firm.(Proprietor/Partnership/Co. etc.)	
9.	Name of Bankers	
10.*	PAN Card No.	
11.*	GST No.	
12*	Tender fee DD Number	

Seal and Signature of the Bidder/s not required since the document is digitally Signed

Date:

Place:

Note:

Please upload scanned copies of the above mentioned documents with sr. nos. marked on it.

2. Background and Purpose of the Tender

Exim Bank owns 170 flats comprising of 1/2/3 BHK across Mumbai from Borivali to Churchgate at 17 different locations and its Head Office is located at Cuffe Parade, Mumbai. In order to safeguard the residential and office premises against any untoward Fire incident and to avoid any loss to property and life, the Bank has decided to procure Fire Escape Masks and LPG Leakage Detectors at all the Residential Flats and Office Premises.

The Bank is inviting bidders to participate in the e-tender as per eligibility criteria and scope of the works

3 Eligibility Criteria of the Bidder

SR.NO.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE Uploaded	COMPLIANCE (YES/NO)
1	The bidder must be authorized distributor of partner of the OEM	Manufacturer Authorization Form (MAF) with tender number to be uploaded	
2	The bidder must have GST registration number and Bidder must be a registered vendor in India under the Companies Act, 1956 or Companies Act, 2013. The documents for the incorporation as a Company should be submitted.	GST Acknowledgement Copy to be uploaded	
3	The bidder must deliver the products within Four weeks of the issue of Purchase Order.	Consent on letter head should be uploaded.	
4	The products quoted price validity date shall be 180 days from date of opening of tender	Consent on letter head should be uploaded.	
5	The Bidder should have reputable background and shall have a minimum average turnover of ₹ 2 Crore in the last three financial years.	Audited Balance Sheet for FY 2016-17, 17-18, 18-19 should be uploaded.	
6	The Bidder shall execute E-Tendering Process Compliance Statement and Undertaking letter as per Annexure.	Upload seal and signed copy of Annexures.	
7	<p>The Bidder must have Satisfactorily executed Supply and installation of Fire Escape Masks & LPG Leakage detectors to at least one Govt. Organization/PSB/PSU, Reputed Corporates for the last 3 Financial years of value more than or equal to one of the following :</p> <ol style="list-style-type: none">1. 3 orders of 12.34 lacs each OR2. 2 orders of 15.42 lacs each OR3. 1 orders of 24.68 lacs	Purchase Order received from the Employer	

8	Integrity Pact Agreement (IPA) to be executed.	Download the IPA (attached as Annexure III) and sign on Rs.500 stamp paper. Scanned copy to be uploaded on the E-tender portal. Original document to be sent to Exim Bank, Head Office, Mumbai as per the date and time mentioned in the tender document.	
9	The bidder must provide onsite technical support within 24 Hrs. The bidder must extend the technical support during warranty time of the Fire Escape Masks & LPG Leakage Detector.	Consent on letter head to be submitted.	
10	The Products (Fire Escape Masks & LPG Leakage Detector must be certified by the BMC/Maharashtra Fire Services.	Copy of certification to be submitted	
11	The Fire Escape Masks and the LPG Leakage Detector must have a minimum warranty period of 1 year	Self-Declaration Document to be Uploaded	
12	The Bidder must be Mumbai/Navi Mumbai based only	Shop Establishment Certificate to be Uploaded	
13	Original Catalogue for Fire Escape Masks & LPG Leakage Detector shall be provided	Catalogue shall be uploaded	

Note: Please be informed that the vendor/ bidder who wish to participate in the e-tender must necessarily fit in all the eligibility criteria requirements. Non-compliance of even one of the requirements will result in rejection of the bid(s).

Hence, Bidders are requested to upload all the relevant documents mentioned in the Eligibility Criteria to avoid the rejection of the bid(s).

ANNEXURE I
E-Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by you for participation in the bid event (Tender Ref: EXIM/RFP/2019-20/029)

1. The price once submitted cannot be changed.
2. Technical and other non-commercial queries (not impacting price) can be routed to the respective contact personnel of the EXIM Bank indicated in the tender document. Bidding process related queries could be addressed to M/s E-Procurement Technologies Ltd personnel indicated in the tender document.
3. Inability to bid due to glitch in telephone lines, Internet response issues, software or hardware hangs will not be the responsibility of M/s E-Procurement Technologies Ltd or the EXIM Bank. However, M/s E-Procurement Technologies Ltd, shall make every effort to ensure availability of technology resources to enable continuous bidding.
4. M/s E-Procurement Technologies Ltd does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between bidder and the EXIM bank.
5. Bids once made cannot be withdrawn or modified under any circumstances.
6. The EXIM Bank reserves the right to extend or reschedule or annul the e-tender process.
7. The bidders are advised to visit <https://eximbankindiatenders.procuretiger.com> for any corrigendum etc.

I / We have read, understood and agree to abide by the e-tendering process compliance statement.

Date: -

Organization Name: -

Designation: -

ANNEXURE – II
UNDERTAKING FROM THE BIDDER

To,
Mr. Uday Shinde,
General Manager,
Export- Import Bank of India, 21st Floor, Centre One,
World Trade Centre,
Cuffe Parade,
Mumbai 400 005

Dear Sirs,

Ref: Procurement of Fire Escape Masks and LPG Leakage Detectors for Export-Import Bank of India Mumbai

Ref. No: EXIM/RFP/2019-20/029

I / we further agree to execute and complete the work within the time frame stipulated in the tender scope of document. I / we agree not to employ Sub-Service Providers without the prior approval of the EXIM Bank. I / We agree to pay Sales Tax, Works Contract Tax, Excise Tax, Octroi, LBT, VAT, GST, Duties, all Royalties and all other applicable taxes prevailing and be levied from time to time on such items for which the same are liable and the rates quoted by me/us are Exclusive of the same.

I / we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. We unconditionally agree Exim Bank's preconditions as stipulated in the tender documents and empanelment process.

I / We agree that in case of my/our failure to execute work in accordance with the specifications and instructions received from the Exim Bank, during the course of the work, Exim Bank reserves the right to terminate my contract.

Yours truly,

Seal and Signature of the Bidder/s not required since the document is digitally signed.

Place:

Date:

Name:

Designation:

Seal:

4. INSTRUCTIONS TO BIDDERS

1.0 Location: Export-Import Bank of India, 21st Floor, Centre One Building, World Trade Center, Cuffe Parade, Mumbai 400 005 and Regional Offices in pan India.

a. Bidders / Service Providers must get acquainted with the proposed work, specifications, conditions of contract and other conditions carefully before bidding. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders.

2.0 Submission of Tender:

No Queries will be entertained on the last day of the Tender submission.

3.0 Any printing or typographical errors /omission in tender document shall be referred to EXIM Bank and their interpretation regarding correction shall be final and binding on Service Provider.

4.0 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending Bidder to another is not permitted.

5.0 Bid Validity Period:

Tenders submitted by Bidders shall remain valid for acceptance for a period up to 180 days from the date of opening of Bid/tender. The Bidders shall not be entitled during the period of validity, without the consent in writing of EXIM Bank to revoke or cancel his tender or to vary the tender given or any terms thereof.

6.0 Right to accept or reject tender:

The acceptance of a tender will rest with the EXIM Bank who does not bind themselves to accept lowest tender and reserve to themselves the authority to reject any or all the tenders received. They also reserve the right of accepting the whole or any part of the tender and the Bidders shall be bound to perform the same at the rates quoted. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction not duly signed and dated by the Bidders are liable to be rejected. For this purpose, Bidder shall quote rates for various items which will be self-sufficient to meet their whole costs for executing any / every item. No demand for variations in rates for items executed shall be entertained on the plea of the EXIM Bank deciding to delete, alter or reduce the quantities specified in respect of the any item. Moreover the Bank reserves the right to cancel the whole tendering process at any stage of the tender without assigning any reasons to the bidder.

7.0 Rates:

The EXIM Bank is not concerned with any rise or fall in the price of the Fire Escape Masks & LPG leakage detectors during price validity period of 180 days from tender opening date. The quotes submitted by the bidder will be treated final.

8.0 Payments:

The payment for all the Fire Escape Masks & LPG Leakage Detectors shall be made within 30 days from the receipt of original tax invoice in hard copy and full delivery of the products as per purchase order. No advance payment or part payment shall be made.

9.0 Signing of the contract:

a) The successful Bidder may be required to execute a non-disclosure agreement (NDA) with Exim Bank within 20 days from the date of receipt of the notice of acceptance of tender. In the event of

failure on the part of the successful Bidder to sign the agreement in the above-stipulated period, the EXIM Bank may cancel the Contract.

10.0 On acceptance of the tender, the name of the accredited representatives of the Bidder who would be responsible for taking instructions from EXIM Bank shall be mentioned by the Bidder.

11.0 If so decided EXIM Bank reserves the right to appoint External Audit Consultant or any other agency to get the quality of works checked, including certification of bills, Payment of the employed personnel as per the minimum wages etc.

12.0 The EXIM Bank has the right to reduce or increase the scope of work.

13.0 Notices to local bodies: The Bidder / Service Provider shall comply with and give all notices required under any law, rule, regulations or bye laws of parliament, state legislature or local authority relating to works.

14.0 I/We hereby declare that I/We have read and understood the above instructions for the guidance of the Bidders.

5 SCOPE OF WORK

Introduction:

The Bank has 170 flats across Mumbai and office premises at Cuffe Parade and Nariman Point. The Bank has decided to supply 04 Nos. Fire Escape Masks and 01 unit of LPG Leakage Detector in each of the flats and also supply 01 unit of Fire Escape Mask to each of the officer posted at Mumbai.

The successful bidder shall provide onsite maintenance service for the Fire Escape Masks and LPG Leakage Detectors throughout the warranty period of the products.

7 PRODUCT SPECIFICATIONS

I LPG Leakage Detector

- a) The LPG Leakage detector should be capable to detect Butane, Propane, CNG and it should also be able to detect excess heat emitted towards Cylinder etc.
- b) The detector must sense any sort of gas leakage of minute quantity up to 500ppm (Sensitivity of 500 part per Million).
- c) The device must be compatible with 220V AC or 12V DC connections as per need of connection
- d) The device must come with LED based indicator and hi dB buzzer loud sound to indicate Gas leaks.
- e) The device must be wall mountable
- f) The device must have a manufacturer warranty of at least 1 year.
- g) The detector must be approved by BMC/Maharashtra Fire Service

II Fire Escape Mask

- a) Material: Aluminium/Stainless Steel
- b) The Mask must be full face with a breathing valve.
- c) The mask must provide protection against Carbon Monoxide (CO), Hydrogen Cyanide (HCN), Hydrogen Chloride (HCL) and poisonous gases, fire and radiant heat.
- d) The mask must provide at least 40 minutes of breathable air.
- e) The mask must be equipped to be adaptable to Children's and Adults' necks.
- f) The mask must have a manufacturer warranty of at least 1 year.
- g) The Mask must be approved by BMC/Maharashtra Fire Service.

6. GENERAL CONDITIONS OF THE CONTRACT

1. The tenders must be uploaded online only on CPP portal and no hard copy shall be submitted. The Tenders shall be opened at 2.00 P.M. on 20.08.2019 at this office by the Tendering Committee.
2. Tenders shall remain open to acceptance by the Bank for a period of 180 days from the date of opening of the tenders, which may be extended by mutual agreement and the tenderer shall not cancel, alter or withdraw the Quotation during this period.
3. EXIM Bank does not bind itself to accept the lowest or any Quotation and reserves to itself the right to accept or reject any or all the Quotations either in whole or in part, without assigning any reasons for doing so.
4. The bidder shall clearly understand the scope of work and items to be carried out before quoting.
5. The bidder must inspect the site of the work and determine the type of the product suitable as per the requirements.
6. The rates quoted in the tender shall be final and cannot be changed later. However, the rates quoted must be excluding GST, which will be shown separately and will be paid as per the government directives.
7. The tenders must be filled in English and all entries must be made online. If any document is missing or unsigned the Tenders will be considered invalid.
8. All erasures and alterations made while filling the tenders must be attested by initials of the Tenderer. Overwriting of figure is not permitted; failure to comply with any of these conditions will render the Quotation void. No advice of any change in rate or conditions after the opening of the Quotation will be entertained.
9. In the event of termination of the tender for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.
10. The contractor shall quote rates in the schedule of quantities considering all the conditions mentioned above and elsewhere in the quotation.
11. The quantities and number of flats mentioned in the tender are approximate and may vary on either side.
12. The Bank's representatives may contact his past clients for verification of information given by the applicant. The applicant will be required to give them the necessary details for verification.
13. The Bank reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

7 SPECIAL CONDITIONS OF THE CONTRACT

1. The products (Fire Escape Masks and LPG Leakage Detector) must be of approved quality and must be certified by BMC/Maharashtra Fire Services.
2. The bidder shall be responsible for supply and installation of both the products at the residential and official premises of the Bank across Mumbai.
3. Terms of Payment: Payment shall be made on the completion of supply and installation of the equipment at all the locations. No advance payment shall be made to the successful bidder.
4. **Law Governing the Contract/Dispute Resolution**
The contract will be governed by the Laws of India, for time being in force as amended from time to time. Any disputes arising out of this contract will be settled in the court of competent jurisdiction. The courts in Mumbai shall have exclusive jurisdiction to adjudicate the disputes arising under the contract.
5. **Earnest Money Deposit(EMD):** Bidder should pay specified amount towards Earnest Money deposit as follows:
 - (a) ₹ 116125/- (Rupees One Lakh Eighteen Thousand Three Hundred and Twenty Five Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "Export Import Bank of India" Payable at Mumbai
 - (b) EMD will not carry any interest.
 - (c) EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be returned after execution of Contract Agreement.
 - (d) The Earnest Money Deposit submitted by the bidder may be forfeited if,
 - i) Successful bidder fails to execute an Agreement within specified time as per intimation/request of the EXIM BANK,
 - ii) Successful Bidder withdraws his tender or backs out after acceptance,
 - iii) Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
 - iv) Bidder violates any of the terms and conditions of the tender,
 - v) Bidder revises any of the items quoted during the validity period,
 - vi) Bidder is found to have indulged in fraudulent practices in the bid submission process.
 - vii) MSME are exempted from paying any Earnest Money Deposit (EMD) and Tender Document Fees.
6. **Performance Security:** The successful bidder has to furnish a Performance Security amounting to 5% of the total procured value within 21 days of issue of purchase order through a Demand Draft/Bank Guarantee from a Commercial Bank favoring Export Import Bank of India. Performance security is to be forfeited and credited to the Bank in the event of a breach of terms and conditions of the tender by the bidder. Performance Security shall remain valid for a period of Sixty days beyond the date of completion of contractual obligations of the supplier including warranty obligations.

8. Tender Opening and evaluation

Opening of Technical Bid

- (a) All the offers received will be screened and shortlisted based on the requirement specified and the details submitted by the bidder. All such shortlisted offers will be further evaluated on the qualitative aspects in various parameters as detailed in Technical Bid Evaluation Scoring Sheet. The technical score will be assigned based on above details. The bidders who will score 70 marks and above, on the scale of 100, will only be shortlisted for final consideration. 70% weightage will be given to technical parameter and 30% for financial bid for final scoring. After techno commercial evaluation, whoever secures highest marks will be considered as the successful bidder. The Bank, if needed, will negotiate with the successful bidder.
- (b) For reference, the scoring on evaluation of Technical and Price Bids are as follows:

Technical Scoring: 70% weightage is considered in the below formula for final scoring.

$$TS = M \times 0.7$$

Where 'TS' is Technical Score and 'M' IS Marks obtained on technical parameters. The financial bids of the bidder who does not qualify the minimum Technical Score (70) will not be opened. The bids will be evaluated on 70:30 basis.

Price Bid Scoring: the Lowest Bidder (L1) will get a maximum score of 30 and marks will be proportionately awarded to other bidder as per the following formula:

$$FS = 30 - \left[\frac{Q - L}{L} \times 30 \right]$$

Where 'FS' is Total Financial Score, 'Q' is Price Quoted by subsequent bidder (i.e. L2, L3 etc.) and 'L' is the Lowest Quoted Price by a L1 bidder.

Final Scoring:

$$S = TS + FS$$

Where 'S' is Final Score, 'TS' is Technical Score and 'FS' is Financial Score.

On the basis of techno commercial evaluation whoever secures highest marks will be considered as the successful bidder.

Opening of Price Bid

The Price Bid for only the technically qualified bidders shall be opened.

9. Technical Bid Evaluation Criteria

Sr. No.	Criteria Description	Maximum Criteria	Minimum Marks	Documents To be Uploaded
1	The Bidder should have experience of at least 3 years in Manufacturing/Distribution of Fire Escape Masks & LPG Leakage Detectors.	= 3 yrs.	5	Purchase Order/Experience Certificate from the Organisation
		3<Exp<=5 yrs.	10	
		More than 5 yrs.	20	
2	Contractor should have satisfactorily executed supply and installation of Fire Escape Masks or LPG Leakage Detectors of minimum value of ₹ 12 Lakh in a single order to a PSB/PSU/Govt Organizations or Reputed Corporates in the last three Financial years 2016-17, 2017-18, 2018-19.	= ₹12 lacs	10	Purchase Order/Letter of Intent
		₹ 12lacs <Procurement Value<= ₹30 lacs	15	
		More than ₹30 lac	20	
3	Bidder should have average annual turnover of ₹ 2 crore for the last three financial years 2016-17, 2017-18, 2018-19.	= ₹2 crore	10	Audited Balance sheet for all the 3 Financial Years to be uploaded.
		₹2 crore < Turnover<=₹4 crore	15	
		More than ₹4 crore	20	
4	Both Fire Escape Mask & LPG Leakage detector are approved by BMC/Maharashtra Fire Services	15	15	Approval Certificate to be Uploaded
5	The Bidder must have sold an average of 1500 units of Fire Escape masks and LPG Leakage detector units in the last 3 Financial Years. i.e. 1500 units (Mask + Leakage Detector) in FY 2016-17, 2017-18, 2018-19.	=1500 units	10	Purchase orders to be uploaded
		1500<=units<= 3000	15	
		>3000 units	25	
Total Weightage		100		
Minimum Weightage required		70		

10 Price Bid

Sr.No.	Product Description	Qty.	Unit Price ₹	Total Price ₹
1	Fire Escape Masks for one time use	905		
2	LPG Leakage Detector	175		
Total				

Note: Price quoted should be exclusive of GST

ANNEXURE III
PRE CONTRACT INTEGRITY PACT (IP Agreement)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ month of 2019, between, on one hand, the President of India acting through Shri Uday Shinde (General Manager), Export-Import Bank of India, Ministry of Finance, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and is represented by Shri _____ (hereinafter called the "Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. **WHEREAS** the **BUYER** proposes to procure (Procurement of Fire Escape Masks & LPG Leakage Detectors for Export Import Bank of India) and the BIDDER/Seller is willing to offer/has offered the same and **WHEREAS** the **BIDDER(s)** is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a General Manager, Export-Import Bank of India, Ministry of Finance performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER:

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDER(s) alike, and will provide to all BIDDER(s) the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office to avoid any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is to be reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit himself to the following: -

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that they have not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government

3.3 BIDDERS shall disclose the name and address of agents and the representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to

be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third party/ person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Demand Draft or a Bankers' Cheque in favor of M/s. Export –Import Bank of India.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment. No other mode or through any other instrument except mentioned here is accepted.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments; already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (ix) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

1.) Shri Debabrata Sarkar Ex-CMD, Union Bank of India Mayfair Boulevard (Narayan Apartment) Flat No.701, Main Avenue Road Santacruz (West) Mumbai – 400054 Email: dsarkar53@gmail.com Mobile: 08879684000	2.) Shri S K Goel Ex-CMD, IIFCL A-15/11, 1st Marble Above Andhra Bank Sector-44 Market Sector-44, Noida -201301 Email: subodhgoel22@gmail.com Mobile: 09650867778
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8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extended up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

The parties hereby sign this Integrity Pact at _____ on _____

BUYER

Mr. Uday Shinde

General Manager

Export-Import Bank of India

Ministry of Finance

Witness

1. _____

2. _____

BIDDER

Mr./Ms. _____

Chief Executive Officer/ MD/ Director

Witness

1. _____

2. _____

•Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

(Note: Pls. Sign and stamp on all IP agreement pages)